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11 **IN THE UNITED STATES DISTRICT COURT**  
12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

13 JOHN LOFTON, an individual, on his own  
14 behalf and on behalf of all others similarly  
situated,

15 Plaintiff,

16 v.

17 VERIZON WIRELESS (VAW) LLC, and  
18 DOES 1-100, inclusive,

19 Defendants.

No. C 13-05665 YGR

**~~[PROPOSED]~~ ORDER GRANTING FINAL  
APPROVAL OF (1) SETTLEMENT  
AGREEMENT; AND (2) PLAN OF  
ALLOCATION**

**\*AS MODIFIED BY THE COURT\***

1 Plaintiff John Lofton's ("Lofton") Motion for Final Approval of Class Action Settlement  
 2 ("Motion") was heard by this Court at the Final Approval Hearing on May 24, 2016, before the  
 3 Honorable Yvonne Gonzalez Rogers. All parties appeared through their counsel of record.  
 4 Defendant Verizon Wireless (VAW) LLC ("Verizon") does not oppose the Motion. The first  
 5 portion (Section I) of this Final Approval Order applies to the parties' proposed Stipulation and  
 6 Settlement Agreement ("Settlement Agreement"). The following portion (Section II) of this  
 7 Final Approval Order applies exclusively to Lofton's proposed Plan of Allocation ("Plan").

8 Based on the Motion and supporting Memorandum of Points and Authorities and the  
 9 declarations in support thereof, the parties' Stipulation and Settlement Agreement ("Settlement  
 10 Agreement"), and the arguments of counsel at the hearing on the Motion, and with good cause  
 11 appearing, the Court rules as follows:

12 **I. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

13 1. The capitalized terms used in this Section I of this Final Approval Order have the  
 14 same meaning as defined in the Settlement Agreement, which is attached hereto as Exhibit 1.

15 2. The Court has jurisdiction over the subject matter of this Action and over all  
 16 claims raised therein and all Parties thereto, including the Class Members.

17 3. Pursuant to the Settlement Agreement, Class Members have been provided with  
 18 Direct Notice, Publication Notice, and Website Notice informing them of the terms of the  
 19 proposed Settlement and of the Final Approval Hearing.

20 4. Prior to the Final Approval Hearing, proof of completion of Notice, including  
 21 CAFA Notice as required under 28 U.S.C. § 1715, was filed with the Court, along with  
 22 declarations of compliance as prescribed in the Preliminary Approval Order. Class Members  
 23 were adequately notified of their right to appear at the hearing in support of or in opposition to  
 24 the proposed Settlement, Class Counsel's Fee Application, Lofton's Incentive Award  
 25 Application, and the Plan of Allocation.

26 5. The Court finds that the Notice was the best notice practicable and fully satisfied  
 27 the requirements of the Federal Rules of Civil Procedure, the U.S. Constitution, and any other  
 28 applicable law.

1           6.       The Court finds that CAFA Notice, as described in Article VI.2 of the Settlement  
2 Agreement, and as effectuated as described in the declarations filed with this Court, satisfies the  
3 requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, and any other applicable law.

4           7.       For settlement purposes only, the Court finds that: (a) the numerosity, typicality,  
5 commonality, and adequacy requirements of Rule 23(a) of the Federal Rules of Civil Procedure  
6 are satisfied for the Settlement Classes; (b) in accordance with Federal Rule of Civil Procedure  
7 23(b), common issues of fact and law predominate; and (c) also in accordance with Rule 23(b),  
8 certification of the Settlement Classes is superior to any other available methods of adjudication.

9           8.       The Settlement Classes which are bound by this Final Approval Order include all  
10 Class Members who did not submit a valid Request for Exclusion. The Class Members who  
11 submitted valid Requests for Exclusion are listed on Exhibit 2 hereto.

12           9.       For purposes of the Settlement and this Final Approval Order, the Settlement  
13 Classes shall consist of the IPA Settlement Class and TCPA Settlement Class, defined as  
14 follows:

15               a.       “IPA Settlement Class” or “IPA Settlement Class Members” means all  
16 California residents who, between September 10, 2010 and the date on which Notice is  
17 completed, and while located within the state of California, received on their cellular telephone  
18 one or more telephone calls from Collecto in its capacity as a third-party vendor engaged by  
19 Verizon to collect Pre-Writeoff Debts, where the call was answered by the recipient. The IPA  
20 Settlement Class excludes any person which Verizon’s records identify as a current or past  
21 Verizon subscriber and any IPA Class Member who submitted a timely and valid Request for  
22 Exclusion.

23               b.       “TCPA Settlement Class” or “TCPA Settlement Class Members” means  
24 all natural persons residing in the United States who, between June 14, 2008 and the date on  
25 which Notice is completed, received one or more telephone calls to their cellular telephone  
26 number from a representative of Collecto in its capacity as a third-party vendor engaged by  
27 Verizon to collect Pre-Writeoff Debts. The TCPA Settlement Class excludes any person which  
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1 Verizon's records identify as a current or past Verizon subscriber and any TCPA Class Member  
2 who submitted a timely and valid Request for Exclusion.

3 10. The Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and  
4 adequate and in the best interests of the Settlement Classes, and it is approved. The Parties must  
5 effectuate the Settlement Agreement according to its terms. The Settlement Agreement, attached  
6 hereto as Exhibit 1, and every term and provision thereof are deemed incorporated in this Order  
7 and have the full force of an order of this Court.

8 11. This Court has considered and hereby overrules any and all objections to the  
9 Settlement on their merits. The Court may provide its reasoning for such ruling in a separate  
10 opinion or order.

11 12. David C. Parisi of Parisi & Havens LLP and Ethan Preston of Preston Law  
12 Offices are confirmed as Class Counsel. Plaintiff John Lofton is confirmed as class  
13 representative.

14 13. Upon the Effective Date, all Settlement Class Members have, by operation of this  
15 Order, fully, finally and forever released, relinquished, and discharged all Released Parties from  
16 any and all of the Released Claims pursuant to Article VII of the Settlement Agreement.

17 14. IPA Settlement Class Members, and the successors, assigns, parents, subsidiaries,  
18 affiliates, or agents of any of them, are permanently barred and enjoined from instituting,  
19 commencing, or prosecuting, either directly or in any other capacity, any IPA Released Claim  
20 against any of the Released Parties.

21 15. TCPA Settlement Class Members, and the successors, assigns, parents,  
22 subsidiaries, affiliates, or agents of any of them, are permanently barred and enjoined from  
23 instituting, commencing, or prosecuting, either directly or in any other capacity, any TCPA  
24 Released Claim against any of the Released Parties.

25 16. This Final Approval Order, the Settlement Agreement, the Settlement that it  
26 reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are  
27 not, and must not be construed as, or used as, an admission by or against Released Parties of any  
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1 fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the  
2 existence or amount of damages.

3 17. The above-captioned Action is dismissed in its entirety with prejudice. Except as  
4 otherwise provided in the orders separately entered by this Court on the Fee Application,  
5 Incentive Award Application, and Plan of Allocation, the Parties will bear their own expenses  
6 and attorneys' fees.

7 18. Without affecting the finality of this Order and the accompanying Judgment, the  
8 Court reserves exclusive and continuing jurisdiction over the Action, and any dispute or claim  
9 arising from the implementation of the Settlement and/or the Plan, including enforcement and  
10 administration of the Settlement Agreement, including any releases in connection therewith, and  
11 any other matters related or ancillary to the foregoing. The Court finds this relief is necessary in  
12 aid of the Court's jurisdiction and to protect or effectuate the Court's judgments (including the  
13 Final Approval Order). However, for the avoidance of any doubt, and notwithstanding this  
14 paragraph, the Court does not stay or exercise any jurisdiction over any claims alleged in (or  
15 which may be asserted in) the multidistrict litigation proceeding pending before the United States  
16 Court for the District of Massachusetts under the caption *In re Collecto, Inc. Telephone*  
17 *Consumer Protection Act (TCPA) Litigation*, No. MDL 14-md-2513-RGS.

## 18 **II. FINAL APPROVAL OF PLAN OF ALLOCATION**

19 19. The capitalized terms used in this Section II of this Final Approval Order have the  
20 same meaning as defined in the Plan or in the Settlement Agreement.

21 20. The Court has jurisdiction over the subject matter of this Action and over all  
22 claims raised therein and all Parties thereto, including the Class Members.

23 21. The Plan of Allocation is fair, reasonable, and adequate and in the best interests of  
24 the Classes, and it is approved. The Parties must effectuate the Plan of Allocation according to  
25 its terms. The Plan of Allocation, attached hereto as Exhibit 3, and every term and provision  
26 thereof are deemed incorporated into this Order and have the full force of an order of this Court.

27 22. Five days after attorneys' fees, costs, expenses, and an incentive award are paid to  
28 Class Counsel and Lofton from the Common Fund, the Settlement Administrator will submit an

1 invoice to Class Counsel detailing a reasonable reserve for the Settlement Administrator's costs  
 2 and fees for completing the remainder of the Plan (including costs and fees incurred in the  
 3 distribution of Compensation, such as mailing out checks containing Compensation, timely  
 4 reissuing checks, processing returned mail, etc.). Class Counsel shall file an administrative  
 5 motion made under Section 54 of the Civil Local Rules, including such invoice, within five days  
 6 after the Settlement Administrator submits the invoice to Class Counsel. Such invoice shall be  
 7 deemed approved by the Court unless, within ten (10) days after such invoice is filed with the  
 8 Court, (a) the Court rejects such invoice *sua sponte*; or (b) Class Counsel and/or Verizon object  
 9 to such invoice, and the Court sustains such objection. The Settlement Administrator may  
 10 deduct the sums due under any approved invoice from the Common Fund fourteen (14) days  
 11 after such invoice is filed with the Court.

12 23. Within twenty (20) days after Class Counsel's attorneys' fees, costs, and  
 13 expenses, and Lofton's incentive award are deducted from the Common Fund, and the  
 14 Settlement Administrator's reserve has been approved, the Settlement Administrator shall  
 15 calculate Class Members' Compensation under Section 5 of the Plan and mail checks containing  
 16 the Settlement Class Members' Compensation to the Settlement Class Members' last known  
 17 address, accounting for any updated information in Claims Forms.

18 24. Notwithstanding the foregoing paragraph, however, if the Settlement  
 19 Administrator calculates that no Settlement Class Member shall be paid any Compensation under  
 20 Section 5, then all Compensation shall be paid to the Cy Pres Recipient under Section 4.


21 25. Checks containing Compensation shall bear the date on which they are issued,  
 22 and shall become invalid 180 days after such date of issuance. Once a check containing  
 23 Compensation becomes invalid, no checks will be reissued and no Compensation will be paid to  
 24 the recipient Settlement Class Member. The Settlement Administrator shall ensure that checks  
 25 containing Compensation will state on their face that the recipient Settlement Class Member has  
 26 180 days from the date of issue to deposit the check, and that after that time no checks will be  
 27 reissued, and no further Compensation will be paid to the Settlement Class Member.  
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26. Ten (10) days after the last day the last check containing Compensation becomes invalid (i.e., 180 days after the last check containing Compensation is issued) or the day the Settlement Administrator calculates no Compensation will be paid to any Settlement Class Member under Section 5 of the Plan, the Settlement Administrator shall pay to the Cy Pres Recipient all money remaining in the Common Fund, as well as any unused portions of the Settlement Administrator's reserve under Section 6.

27. The Court approves and appoints Consumer Action, 1170 Market Street, Suite 500, San Francisco, California 94102 as the Cy Pres Recipient.

**IT IS SO ORDERED.**

Dated: May 27, 2016

  
Honorable Yvonne Gonzalez Rogers  
United States District Judge